

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed & Approved
11/24/04

04-1019

PROJECT CODE NO :
DBE Firm/Subcontract # :
TO :

FROM :

Rick Stansel

Executive Director Division of Contract Procurement

Faulkner Construction, LLC

Prime Contractor

SUBJECT :

Jefferson

IM 265-2(007)5

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:
Contractors Services Unlimited, Inc. of Jeffersonville, IN

DBE Employer Identification Numbers:

Federal

31-1829352

KY 67185

The amount to be subcontracted by this request is

\$360,966.10

or 2.76%

Contract

\$616,726.00

or

4.72% of the

(original contract) or a subcontract amount of

\$ 13,070,000.00

\$13,070,000.00

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

Totals based on original contract Amounts

\$360,966.10

2.76%

\$616,726.00

4.72%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number CPP2314415, CPP2311415, MW030181313C

Grange Mutual Casualty, Clarendon America

Name of Insurance Company

which expires on

09/01/05 & 03/01/05

with

Ca. E
Prime Contractor's Signature

11-22-04
Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
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TC 63-35 DBE
Rev. 06/11/02

Page 3 of 3

Project Code Number (PCN): **41019**

DBE Firm Contractors Services Unlimited, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

| Estimate Sub Section Seq. # | Proposal Item No. | Description | Unit | Contract Quantity | Contract "Worth" Unit Price | Dollar Amount based on Contract Price | DBE Quantity | DBE Unit Price | Dollar Amount based on DBE Price |
|-----------------------------|-------------------|-------------|------|-------------------|-----------------------------|---------------------------------------|--------------|----------------|----------------------------------|
| *A071 | 710 | DGA BASE | TN | 36,278.0000 | \$17.00 | \$616,726.00 | 36,278.0000 | \$9.95 | \$360,966.10 |

Comments:

* Subcontractor will furnish stone, labor and equipment to place DGA.
Contractor will provide operator and perform final grading of DGA.

Page Total \$616,726.00

\$360,966.10

SUBCONTRACT AGREEMENT NO. 1

This AGREEMENT is made and entered into as of November 10, 2004, by and between **FAULKNER CONSTRUCTION, LLC**, a Kentucky Limited Liability Company with its principal office located at 4623 Illinois Avenue, Louisville, Kentucky 40213 ("Contractor") and **CONTRACTORS SERVICES UNLIMITED, INC.**, with its principal office located at 2101 Utica Pike, Jeffersonville, Indiana 47130 ("Subcontractor").

RECITALS:

A. Contractor has entered into a contract with the Transportation Cabinet (the "Owner") by which Contractor has agreed to furnish all material and labor necessary for the construction of: *Gene Snyder Freeway I-265 Structural Overlay, IM 265-2(007)5*, (the "Project") in accordance with the plans and specifications prepared by the Kentucky Department of Highways (the "Architect/Engineer").

B. Contractor and Subcontractor have agreed that Subcontractor shall perform the work on a portion of the project as more particularly set forth in this Agreement.

C. Subcontractor shall be required to furnish Contractor a payment and performance bond in a form and amount satisfactory to Contractor.

NO BOND REQUIRED FROM SUBCONTRACTOR

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Furnish Materials and Perform Work.

(a) Contractor retains the Subcontractor as an independent contractor to perform the work set forth in Subsection 1 (b) below (the "Subcontractor's Work"). Subcontractor shall furnish, at its expense, all labor, materials, equipment, permits, shop drawings, samples and other incidentals necessary to perform the Subcontractor's Work. Subcontractor shall perform the Subcontractor's Work according to the provisions set forth in the contract between Contractor and Owner, including all plans, drawings, specifications, addenda and other contract documents which are a part of the contract between Contractor and the Owner (the "General Contractor"). The General Contractor is a part of this Agreement as fully as if it were attached as part of this Agreement or repeated herein. Copies of the General Contract are on file at the offices of Contractor and are available during its regular working hours.

(b) Subcontractor's Work on the Project shall be the following, which shall be performed pursuant to the Schedule (as defined in Section 3) provided by Contractor: The unit prices and quantities, where applicable, for Subcontractor's Work are as follows:

| Item # | Description | Quantity | Unit Price | Amount |
|---------|-------------|-----------|------------|--------------|
| 0710 | DGA BASE | 36,278.00 | TN 9.95 | \$360,966.10 |
| TOTAL = | | | | \$360,966.10 |

The unit price is based upon the following:

- 1.) *Subcontractor to purchase aggregate from the Rogers Group. Aggregate will be delivered/hailed by Champion Trucking.*
- 2.) *Subcontractor is to furnish labor force (2 laborers) and equipment to place DGA. Contractor will furnish Operators and be responsible for final grading of DGA.*
- 3.) *Unit price is based upon an average quantity of 700 tons/day. Subcontractor's estimated unit costs are as follows:*

| | |
|------------------|---------------------|
| <i>materials</i> | <i>@ \$7.88/ton</i> |
| <i>labor</i> | <i>@ \$1.20/ton</i> |
| <i>equipment</i> | <i>@ \$0.87/ton</i> |

(c) Subcontractor agrees to perform the Subcontractor's Work under the general direction of Contractor and subject to the final approval of the Architect/Engineer or other specified representatives of the Owner. Subcontractor binds itself to Contractor for the performance of the Subcontractor's Work in the same manner as the Owner has bound Contractor for performance under the provisions of the General Contract. If any questions arise with respect to the interpretation of the drawings, specifications, or other provisions of the General Contract, those questions shall be submitted to the Architect/Engineer. If there is no Architect/Engineer for the Project, the Contractor's decision shall be final and binding on Subcontractor.

(d) Subcontractor shall be responsible for the Subcontractor's Work, it materials and equipment, and shall be liable for all losses and damages to them prior to the final completion and acceptance of the Project. Subcontractor shall pay all costs of shipping to the Project the materials, equipment, labor and the like that it will need in the Subcontractor's Work. Subcontractor shall route all equipment and materials to be used in the Subcontractor's Work as the Contractor may designate, provided the transportation costs are not increased by doing so. The designated carrier shall be an agent of Subcontractor and not the agent of Contractor.

(e) Subcontractor shall pay all sales taxes and other taxes arising from its performance of the Subcontractor's Work. Subcontractor assumes exclusive liability for the payment of any contributions or taxes for Unemployment Insurance and Old Age Retirement Benefit Pensions or Annuities that are imposed now or hereafter by the government of the United States or any state, which are measured by the wages, salaries or other remuneration paid to persons employed by Subcontractor to work on the Subcontractor's Work.

2. Payments to the Subcontractor by the Contractor

(a) Partial payments shall be made to the subcontractor for work performed under this Subcontract when and in amounts received by the Contractor from

the Owner. Within ten days after final acceptance of the Project by the Owner and receipt of final payment by Contractor from the Owner, Contractor shall pay to Subcontractor all remaining amounts earned including amounts withheld. All sales and other taxes arising from Subcontractor's Work are included within the price to be paid to Subcontractor.

(b) Contractor shall make no payments unless Subcontractor's rate of progress, work performed and materials furnished are in compliance with the provisions of this Agreement and Subcontractor is not otherwise in default hereunder. All payments to Subcontractor are conditioned upon receipt by Contractor of its payment from Owner. Approval of any portion of the Subcontractor's Work and payment of Subcontractor for that portion does not constitute or imply acceptance by Contractor or the Owner of any portion of the Subcontractor's Work.

(c) Subcontractor shall pay in full from amounts received from Contractor for the performance of the Subcontractor's Work all labor, supplies, materials, rentals on equipment and the like, which are related to the performance of the Subcontractor's Work to satisfy its other obligations or for any other purpose until all such labor, supplies, materials, rentals and the like have been paid in full. Subcontractor shall furnish satisfactory evidence, when requested by Contractor, to verify compliance with this requirement.

(d) Contractor may deduct from any amounts due or to become due to Subcontractor any amount owed by it to Contractor. If Subcontractor breaches any provision or obligation of this Agreement or of the General Contract, or if a third party asserts a claim or lien against the Owner, Contractor, its surety or the premises upon which the Subcontractor's Work was performed and that claim or lien is a result of Subcontractor's performance of failure to perform, Contractor shall have the right to withhold out of payments due to to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage or expense from such breach, claim or lien. Contractor may withhold that amount until Subcontractor has remedied the claim or lien to the satisfaction of the Contractor.

(e) If Contractor deems Subcontractor's financial condition to be unsound, Contractor may take any appropriate action as it deems necessary to protect itself against claims, including the right to control the application of funds otherwise payable to Subcontractor to satisfy its obligations related to its performance of the Subcontractor's Work. Subcontractor also agrees to make immediate payment of unpaid bills to claimants on notice by Contractor to do so.

3. Prosecution of the Subcontractor's Work

(a) Time is of the essence in the performance of the Subcontractor's Work. Subcontractor agrees to perform the Subcontractor's Work punctually so that the entire Project may be completed according to the provisions of the General Contract. Contractor shall prepare a schedule of the work, which sets forth the time by which Subcontractor must complete portions of the Subcontract's Work (the "Schedule"). Subcontractor acknowledges that revisions may be made in the Schedule. Subcontractor

shall not be entitled to any damages for delay or acceleration caused by revisions in the Schedule and its sole remedy shall be a time extension. No extension of time is valid without Contractor's written consent after claim made by Subcontractor.

(b) Subcontractor shall prosecute the Subcontractor's Work diligently, continuously, and expeditiously in accordance with the Schedule and General Contract without hindering the work of Contractor or any other subcontractors in order to avoid delay in the completion of the Project on time. Subcontractor shall continue to provide and perform the Subcontractor's Work regardless of labor disputes on site and regardless of the cause of such disputes. Subcontractor's failure or refusal to continue to so provide and perform the Subcontractor's Work shall be cause for termination of this Agreement by Contractor under Section 8. If Subcontractor damages the work of others, Subcontractor will bear the cost and responsibility to correct that damage to the satisfaction of the Contractor and the Owner. If Subcontractor fails to complete portions of the Subcontractor's Work as required by the Schedule, it shall work, without additional compensation, the overtime as Contractor may direct until the Subcontractor's Work is in compliance with the Schedule.

(c) Subcontractor shall obtain Contractor's prior approval for all materials, drawings, schedules, and other items that will be used on the Subcontractor's Work. To expedite Contractor's approval, the Subcontractor shall promptly furnish all samples, lists, drawings, cuts, and schedules to Contractor prior to their use on the project. However approval by Contractor of any item does not relieve Subcontractor of its responsibility of complying with the requirements of the general Contract.

(d) Subcontractor shall comply with all social security laws, unemployment compensation laws, worker's compensation laws, the safety laws and all other federal and state laws and regulations, insofar as they are applicable to the performance of the Subcontractor's Work. Subcontractor also shall maintain its own safety programs for compliance with all applicable laws and regulations related to safety. Subcontractor shall not remove any guards or safety appliances, except on authority of Contractor or Contractor's authorized representative and shall replace the guards and appliances promptly. If Subcontractor fails to make replacement, Contractor may do so and charge the cost to Subcontractor.

(e) Contractor shall have the right, at any time, to include as addenda to this Agreement any federal and state laws and regulations, now existing or which may hereafter be enacted and which may now be, or which hereafter may become, pertinent to Subcontractor's Work. Subcontractor shall be bound by the terms of any addenda and when required by such federal or state law or regulation shall insert like terms and provisions in all of its subcontracts. For the purposes of this subsection (e), a "subcontract" means a contract entered into by Subcontractor with any individual, partnership, Association, Corporation, or other business enterprise for a specific part of the Subcontractor's Work to be performed or materials to be furnished for Subcontractor's Work.

(f) Subcontractor shall pay not less than the scale of wages prescribed in the General Contract, or not less than the scale prescribed by law in case General Contract provides no such scale.

(g) Subcontractor shall keep the premises of the Project reasonably clean of debris resulting from the performance of the Subcontractor's Work. If Subcontractor refuses or fails to do so within 48 hours after receipt of notice of noncompliance from Contractor, Contractor may perform the necessary clean up and deduct the cost from any amounts due to Subcontractor.

(h) If Subcontractor deems premises of the Project unsuitable in any manner, it shall notify Contractor of the unsatisfactory conditions before proceeding or taking any remedial action. Otherwise, Subcontractor shall be fully and solely responsible for any and all expenses, loss or damage resulting from that condition and Contractor shall be relieved from all liability in connection therewith.

(i) Upon request of Contractor, Subcontractor shall furnish the Contractor, from time to time: (i) sworn affidavits which state amounts due or to become due for labor, materials, supplies, rentals on equipment and the like, used or to be used by Subcontractor on the Subcontractor's Work; (ii) partial or final releases of lien from Subcontractor's materialmen, laborers or creditors; and (iii) a list of all equipment not owned by Subcontractor, together with the names of the owners of the equipment and the terms of any lease.

4. Changes in the Subcontractor's Work

- (a) Contractor and Subcontractor agree that Contractor may change the Subcontractor's Work or the amount of work required for the Subcontractor's Work. Any changes made shall be by a written amendment to this Agreement setting forth in detail the changes involved and their values, on which Contractor and Subcontractor mutually agree. Subcontractor agrees to proceed promptly with the Subcontractor's Work as changed, pending any determination of its value, when so ordered in writing by Contractor, unless Contractor first requests a proposal of cost before the change is effected. If Contractor requests a proposal of cost for a change, Subcontractor shall comply promptly with that request.
- (b) Subcontractor shall be entitled to no extra compensation for any additional work or changes to the job unless Contractor has issued a written order for such change (the "Change Order"). If Contractor orders extra work and Subcontractor performs it without receiving a Change Order, Subcontractor shall be deemed to have waived any claim for extra compensation, regardless of any written or verbal protest or claims by Subcontractor. When Subcontractor proceeds with such changes without a Change Order it shall be responsible for all costs incurred by the Contractor for changes of any kind made by

Subcontractor that increase the cost of the Project for either the Contractors or other subcontractors.

- (c) Subcontractor agrees that no claims for additional services rendered or materials furnished by it to Contractor shall be valid unless Subcontractor gives notice to Contractor prior to furnishing the services or materials. However, if the Owner or Architect/Engineer determines that the work for which Subcontractor claims extra compensation does not entitle Contractor to a Change Order or extra compensation for the additional work on the Subcontractor's Work, unless Contractor agreed in writing to the extra compensation.

5. Insurance and Indemnity

- (a) Prior to starting the Subcontractor's Work, Subcontractor shall procure and maintain workmen's compensation insurance, employer's liability insurance, comprehensive general liability insurance with contractual coverage and automobile liability insurance and such other insurance, to the extent required by the General Contract.
- (b) Unless waived in writing by the Contractor, the foregoing insurance policies shall name Contractor and Owner as additional insured parties. Moreover, the foregoing insurance policies also shall contain a provision that the coverage afforded under the policies will not be cancelled or not renewed until the insurance carrier has given prior written notice of at least 30 days to Contractor. Certificates of insurance acceptable to Contractor shall be filed with its prior to the commencement of the Subcontractor's Work.
- (c) To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless Contractor, the Owner, the Architect/Engineer and all of their agents and employees from and against all claims, damages, liabilities, losses and expenses, including attorney fees, arising out of or resulting from the performance, or failure to perform, the Subcontractor's Work regardless of whether such is caused in part by a party that is indemnified hereunder. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this subsection (c).

6. Performance Bond and Labor and Material Payment Bond

- (a) If required by Contractor, Subcontractor shall furnish Contractor a Performance Bond and a Labor and Material Payment Bond in a form and amount satisfactory to Contractor. This obligation shall continue throughout the agreement and may be increased or required at any time during the performance of the Subcontractor's Work by a Change Order.

skilled workmen, or fails in any respect to prosecute Subcontractor's Work with promptness and diligence.

(ii) If Subcontractor fails to comply with any of the provisions of this Agreement or fails to perform its obligations under this Agreement, or stops or interferes, in any manner, with the work of Contractors or other subcontractors.

(iii) If Subcontractor is unable to meet his debts generally as they become due, if a court of competent jurisdiction shall enter a decree adjudging Subcontractor bankrupt or insolvent; if a trustee receiver or other similar official of the Subcontractor is appointed on the grounds of insolvency or bankruptcy; or if Subcontractor makes a general assignment for the benefit of its creditors.

- (b) If Subcontractor fails to cure the default within the specified period (which period shall not be less than two working days) set forth in Contractor's written notice of default, Contractor, at its option, may terminate this Agreement by delivering written notice of termination to Subcontractor. Thereafter, Contractor may take any steps it deems advisable to prosecute the Subcontractor's Work to completion. To effect this, Contractor may take possession of and use Subcontractor's equipment and materials as are situated on or near the Project. All money expended and all damages and extra expenses incurred by Contractor in completing the Subcontractor's Work shall be deducted from the amounts owed Subcontractor by Contractor. If the expenditures, together with the losses, damages and extra expenses, exceed the amount otherwise due to Subcontractor, Subcontractor agrees to pay Contractor, on demand, the full amount of the excess together with the interest thereon at rate equal to the Prime Rate (as defined in Subsection 7(b)). No action taken under this paragraph shall relieve Subcontractor's surety from liability.
- (c) If Contractor terminates this Agreement, Subcontractor shall not be entitled to any further payments hereunder until Subcontractor's Work has been completed and accepted by the Owner, and payment has been received by Contractor from Owner in respect thereto.

10. Miscellaneous

- (a) Subcontractor shall not assign nor subcontract this Agreement or any part of or any interest in it without first obtaining the written consent of Contractor. Nor shall Subcontractor assign or attempt to assign any funds accrued or to accrue under this Agreement without first obtaining the written consent of Contractor. No assignment shall be binding on Contractor unless it is accepted by it in writing.
- (b) Any notice, request, demand, instruction or other communication required or permitted by this Agreement shall be made in writing and shall be deemed to have been given upon personal delivery or deposit in the United State mail,

certified mail, postage prepaid, return receipt requested, addressed to the Contractor or Subcontractor at its respective address set forth herein or to such other address as Subcontractor or Contractor may designate by notice.

- (c) The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any of its provisions. They shall be ignored in construing or interpreting this Agreement.
- (d) This Agreement shall be governed by, construed and enforced in accordance with, the law of the Commonwealth of Kentucky. If any court holds any provision of this Agreement or the application of a provision to any person or circumstances invalid, the remaining provisions of this Agreement and the application of the provision to persons or circumstances other than those to which it is held invalid, shall not be affected.
- (e) Waiver by any party to this Agreement of any breach of any provision any other party shall not operate or be construed as a waiver by that party of a different provision or of any subsequent breach of the same provision.
- (f) This Agreement shall inure to the benefit of the Contractor, Subcontractor and their respective successors and assigns.
- (g) This Agreement may not be changed or terminated orally, and no modifications, termination or attempted waiver shall be valid unless in writing and signed by the party against whom enforcement is sought.
- (h) This Agreement constitutes the entire agreement between the parties by which they agree to be bound. It supersedes all prior agreements, correspondence, arrangements and understandings relating to the subject matter of this Agreement and the transactions contemplated by it. No representation, promise, inducement, or statement of intentions has been made by any party, which is not embodied in this agreement or the Exhibits to it. No party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not in this Agreement.

11. Other Provisions

- (a) Equal Opportunity – During the performance of this Subcontract, Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. Subcontractor shall comply with any equal opportunity or affirmative action requirements or plans as may be set forth in the contract documents.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above written.

FAULKNER CONSTRUCTION, LLC.
(Contractor)

CONTRACTORS SERVICES
UNLIMITED, INC.
(Subcontractor)

By: [Signature]

By: [Signature]

Title: Sec/Treas.

Title: President

Subscribed and sworn to before
me this 22nd day of November
2004.

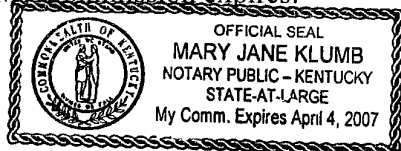
Subscribed and sworn to before
me this 18th day of NOV,
2004.

Notary Public: Mary Jane Klumb

Notary Public: [Signature]

My Commission expires:

My Commission expires: 11-18-06



| | | | |
|--|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | CSR DH CONTSE1 | DATE (MM/DD/YYYY) 11/19/04 |
| PRODUCER Associated Insurance Serv, Inc P.O. Box 23410 Louisville KY 40223-0410 Phone: 502-241-7072 Fax: 502-241-7843 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Contractors Services Unlimited, Inc. H.S.U. LLC 2101 Utica Pike Jeffersonville IN 47130-5005 | | INSURERS AFFORDING COVERAGE INSURER A: Grange Mutual Casualty Company INSURER B: Clarendon America Ins. Company INSURER C: INSURER D: INSURER E: | NAIC # 4060 |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|-----------|--|---------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY | CPP2314415 | 09/01/04 | 09/01/05 | EACH OCCURRENCE |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY |
| | | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE |
| | | | | | | PRODUCTS - COMP/OP AGG |
| A | | AUTOMOBILE LIABILITY | CPP2311415 | 09/01/04 | 09/01/05 | COMBINED SINGLE LIMIT (Ea accident) |
| | | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) |
| | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | | <input checked="" type="checkbox"/> Comp 3,000 ded | | | | |
| | | <input checked="" type="checkbox"/> Coll 3,000 ded | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC |
| | | | | | | AGG |
| | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE |
| | | DEDUCTIBLE | | | | |
| | | RETENTION \$ | | | | |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | MW030181313C | 03/01/04 | 03/01/05 | WC STATUTORY LIMITS |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | E.L. DISEASE - POLICY LIMIT |
| | | OTHER | | | | |
| A | | Equipment Floater | CPP2314415 | 09/01/04 | 09/01/05 | Rented 175,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: JOB: IM 265-2 (007)5 JEFFERSON COUNTY GENE SNYDER FREEWAY & I265
 STRUCTURAL OVERLAY PCN 04-1019 IT IS AGREED AND UNDERSTOOD THAT FAULKNER CONSTRUCTION, LLC AND KENTUCKY DEPARTMENT OF TRANSPORTATION IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER**CANCELLATION**

FAULCO1

FAULKNER CONSTRUCTION, LLC
 4623 ILLINOIS AVE
 LOUISVILLE KY 40213

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

